

STANDARD FORM 1449 (REV 3/2005)  
Prescribed by GSA  
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)							PAGE 2 OF 79
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
	SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY					
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>				
			42b. RECEIVED AT <i>(Location)</i>				
			42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS		

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Logistic Support Honduras Base Camp FFP SPS-EPS 16 Logistic Support Services, Trujillo, Honduras, 25 June through 27 July 2016. Bid schedule select items Base Camp (OM&N funded items). FOB: Destination MILSTRIP: N5706116RC0131Z PURCHASE REQUEST NUMBER: N5706116RC0131Z SIGNAL CODE: A	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Logistic Support Honduras Base Camp FFP SPS-EPS 16 Logistic Support Services, Trujillo, Honduras, 25 June through 27 July 2016. Bid schedule select items Base Camp (DCCEP funded items). FOB: Destination SIGNAL CODE: A	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Logistic Support Jairo Ayala School FFP SPS-EPS 16 Logistic Support Services, Trujillo, Honduras, 25 June through 27 July 2016. Bid schedule select items Jairo Ayala School, NTE. (HCA funded items) FOB: Destination MILSTRIP: N5706116RC0131Z SIGNAL CODE: A	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Logistic Support Lanines School FFP SPS-EPS 16 Logistic Support Services, Trujillo, Honduras, 25 June through 27 July 2016. Bid schedule select items Laines School, NTE. (HCA funded items) FOB: Destination MILSTRIP: N5706116RC0131Z SIGNAL CODE: A	1	Lot		

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NET AMT

Section C - Descriptions and Specifications

SOW

**Submit the following information:**

**Grand Total of CLINs:** \$\_\_\_\_\_

**CAGE CODE:** \_\_\_\_\_

**DUNS:** \_\_\_\_\_

### **Additional Information for N68836-16-T-0207**

FSC: R706  
NAICS: 541614

Solicitation N68836-16-T-0207 is to obtain expeditionary logistic support services for US Forces and Partner Nation personnel operating ashore in Honduras during Fourth Fleet Operations from 25 June through 27 July 2016 (+/-24 hours).

**NOTE:** When requesting a copy of this solicitation if you are a **new** vendor please provide your company's CAGE Code and DUNS and capability statement.

Bid Schedule (attachment) is to be submitted in EXCEL format. Only put the unit price in the **YELLOW** column and total will automatically populate.

Also, when corresponding with us, please make sure that you include all of us on your e-mail. Our contact information is listed below:

Robert DeAngelis, Contract Specialist	904-542-1248	<a href="mailto:robert.deangelis@navy.mil">robert.deangelis@navy.mil</a>
Alise Taylor-Sindab, Contracting Officer	904-542-1265	<a href="mailto:alise.taylor-sindab@navy.mil">alise.taylor-sindab@navy.mil</a>
LT Blake Harpel, Contract Specialist	904-542-6449	<a href="mailto:blake.harpel@navy.mil">blake.harpel@navy.mil</a>
William Jordan, Contracting Officer	904-542-4838	<a href="mailto:william.r.jordan1@navy.mil">william.r.jordan1@navy.mil</a>
Cynthia Vorachack-Hogan, Contracting Officer	904-542-1255	<a href="mailto:oulay.vorachack@navy.mil">oulay.vorachack@navy.mil</a>
Javier Aponte Contracting Specialist	904-542-1269	<a href="mailto:javier.aponte@navy.mil">javier.aponte@navy.mil</a>

**CLOSING DATE FOR QUESTIONS:** The closing date for receipt of all questions and/or clarifications is **11:00 a.m. ET (Eastern Time) on Wednesday, 25 May 2016**. No oral questions and/or clarification will be entertained.

**CLOSING DATE AND TIME FOR QUOTES:** The closing date for receipt of quotes/offers is: **11:00 a.m ET (Eastern Time) on Tuesday, 31 May 2016**. Facsimile (See FAR Provision 52.215-5) and/or e-mail proposal will be accepted. Refer to FAR Clause 52.212-1 regarding Instruction to Offerors and "Late Submissions".

### **YOUR SUBMITTAL PACKAGE MUST CONTAIN THE FOLLOWING DOCUMENTS:**

**\*\*See FAR Clause 52.212-1 (Pg 71-76)\*\***

**NOTE:** All correspondence and/or submissions should be sent to all persons listed below:

[robert.deangelis@navy.mil](mailto:robert.deangelis@navy.mil)  
[alise.taylor-sindab@navy.mil](mailto:alise.taylor-sindab@navy.mil)  
[blake.harpel@navy.mil](mailto:blake.harpel@navy.mil)  
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[javier.aponte@navy.mil](mailto:javier.aponte@navy.mil)

**PERFORMANCE WORK STATEMENT FOR SPS EPF 2016**  
**Support for U.S Forces and Partner Nation Participants in**  
**Puerto Castillo, Honduras**

**As of 12 MAY 2016**

**C.1 DEFINITIONS AND/OR ACRONYMS:**

**CONTRACTING OFFICER** - Representative of the Government authorized to execute Contracts.

**COR** - Contracting Officer Representative

**BILINGUAL**: English-Spanish, verbal and/or written

**ESC**- The Expeditionary Service Contractor

**KO** – Contracting Officer

**PN** – Partner Nation

**SC**- Service Contractor

**SPS-EPF** – Southern Partnership – Expeditionary Fast Transport

**C.1.1 GENERAL**: This is a non-personal services contract to provide logistic support for designated personnel (also referred to herein as “the Government”) in support of SPS-EPF 2016.

**C.1.2. OBJECTIVE**: The Contractor provides expeditionary logistic Support for US Navy Forces and their designated personnel operating ashore in Honduras during SPS-EPF 2016 from 25 June – 27 July 2016.

**C.1.3. SCOPE**: The Contractor shall provide transportation, line haul, cell phones, SIM (subscriber identity module) card, air card, fuel, hydraulic fluid, oil, food, ice, drinking water, waste disposal, laundry services, latrines, grey water disposal, grass cutting, vector control, and construction materials/equipment to designated personnel as specified in table and in coordination with the Contracting Officer (KO) or Contracting Officer Representative (COR).

**C.1.4. PERIOD OF PERFORMANCE**: 25 June – 27 July 2016.

**C.1.5. LOCAL WORKSITES IN THE VICINITY**:

Location 1 - Jairo Ayala School, Trujillo, Honduras

Location 2 - Laines School, Trujillo, Honduras

Location 3 - Honduran Naval Base camp site, Honduras

**C.1.6 TRANSPORTATION REQUIREMENTS**:

**Table 1**

LINE	DATE	QTY	UM	LOCATION	TYPE
1	25 JUN-27 JUL16	1	EA/ DAY	Trujillo, Honduras	6-PAX 4x4 SUV,W/ DRIVER, FUEL, UNLIMITED MILEAGE, 14hours a day
2	02-27 JUL 16	7	EA/ DAY	Trujillo, Honduras	6-PAX 4x4 HILUX OR FOUR DOOR PICK-UP TRUCK, W/DRIVER,FUEL, UNLIMITED MILEAGE, 24hours a day
3	02-27 JUL 16	3	EA/ DAY	To/from Naval Base and in/around various local SPS-16 work sites in Trujillo Honduras	15-PAX VAN/BUS W/ DRIVER, FUEL, UNLIMITED MILEAGE, 14 hours a day
4	02-27 JUL 16	2	EA/ DAY	Trujillo, Honduras	1-3 Ton capacity Cargo Truck/ W/Driver, Fuel, unlimited mileage, 12 hours a day

5	02-27 JUL 16	1	EA/ DAY	Trujillo, Honduras	4-PAX 4x4 HILUX OR FOUR DOOR PICK-UP TRUCK, W/DRIVER,FUEL, UNLIMITED MILEAGE, 24hours a day
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**C.1.6.1. PROVIDE 6 PASSENGER SUV WITH DRIVERS AND FUEL:**

Provide One (1) 6-PAX 4x4 SUV with seatbelts (with drivers, fuel and unlimited mileage to include locations outside of port city) on or about 25 June -27 July 2016 for transport in/around Trujillo, Honduras from 0600-2000 daily. The vehicle with driver must remain at the specified location from 0600-2000.

**C.1.6.2. PROVIDE HILUX OR FOUR DOOR PICK-UP TRUCK WITH DRIVERS AND FUEL:**

Provide Seven (7) 6-Passenger Hilux or equivalent 4 door pick-up truck with seatbelts (with driver, fuel and unlimited mileage to include locations outside of port city) from 02-27 July 2016 for in/around within Trujillo, Honduras and if need be, available to transport personnel anywhere in Honduras at the direction of the Contracting Officer Representative (COR) 24 hours a day. The vehicle with driver must remain at the specified location as directed by the designated Government representative.

**C.1.6.3. PROVIDE 15 PASSENGER VANS WITH DRIVER AND FUEL:**

Provide Three (3) 15-passenger vehicles with seatbelts (with drivers, fuel and unlimited mileage to include locations outside of port city) from 02-27 July 2016 for transport in/around Trujillo, Honduras from 0600-2000 daily. The vehicles with drivers must remain at the specified location from 0600-2000.

**C.1.6.4. PROVIDE 1-3 TON CARGO TRUCK WITH DRIVERS AND FUEL:**

Provide Two (2) 1-3 ton capacity cargo trucks w/Flatbed and seatbelts (with drivers, fuel and unlimited mileage to include locations outside of port city) from 02-27 July 2016 for transport in/around Trujillo, Honduras from 0700-1900 daily. The vehicle with driver must remain at the specified location from 0700-1900.

**C.1.6.5 PROVIDE MAINTENANCE.**

Provide maintenance support, including but not limited to, break down maintenance, scheduled maintenance and tire repair for all provided vehicles.

**C.1.6.6. PROVIDE HILUX OR FOUR DOOR PICK-UP TRUCK WITH DRIVERS AND FUEL:**

Provide One (1) 4-Passenger Hilux or equivalent 4 door pick-up truck with seatbelts (with driver, fuel and unlimited mileage to include locations outside of port city) from 02-27 July 2016 for in/around Tegucigalpa, Honduras and if need be, available to transport personnel anywhere in Honduras at the direction of the Contracting Officer Representative (COR) 24 hours a day. The vehicle with driver must remain at the specified location as directed by the designated Government representative.

**C.1.7. SIM & AIR CARD REQUIREMENTS:**

**Table 2  
Trujillo, Honduras  
02-27 July 2016**

LINE	QTY	UM	TYPE
6	14	EA	CELLULAR PHONES WITH 1500 MINUTES SIM CARD
7	5	EA	ROUTERS
8	7	EA	AIR CARD WITH 8GB DATA



C.1.7.1. Provide Fourteen (14) cell phones with SIMCARDS with 1500 minutes for each. The coverage of SIMCARD must cover all project sites within Honduras.

C.1.7.2 Provide Seven (7) air cards with 8GB of data. The coverage of AIR CARDS must cover all project sites within Honduras.

C.1.7.3 Provide Five (5) Routers. The routers must cover all project sites within Honduras.

C.1.8. LINE HAUL REQUIREMENTS: -

**Table 2**

LINE	DATE	QTY	UM	LOCATION	TYPE	Items to be Moved
9	2-Jul-16	2	LOT	Puerto Castilla Honduras, to Honduran Naval Base camp site.	60' Flatbed truck and associated straps/load securing gear.	2x 60' flatbed truck to move 100 TRICON CONTAINERS (8 ft L X 6 ft W X 8 ft, 6,000 lbs each), 8 ISU-90 Containers (88"x108"x90", 3,500 lbs), and CESE. 1 Forklift per truck. Operators provided to load, offload and drive.
10	25-Jul-16	2	LOT	Honduran Naval Base camp site to Puerto Castilla Honduras.	60' Flatbed truck and associated straps/load securing gear.	2x 60' flatbed truck to move 100 TRICON CONTAINERS (8 ft L X 6 ft W X 8 ft, 6,000 lbs each), 8 ISU-90 Containers (88"x108"x90", 3,500 lbs), and CESE. 1 Forklift per truck w/ operator to load and offload.
11	05-25 July 2016	2	LOT	Honduran Naval Base camp sit to and from Construction sites	60' Flatbed truck or equivalent to fit equipment and associated straps/load securing gear.	Operator included to move Forklift (SkyTrack), Bobcat, Backhoe, Grader every day.

C.1.8.1 Provide line haul services with Two (2) 60' flatbed trucks to transport supplies, materials, equipment, and containers safely and expeditiously from Puerto Castilla, Honduras to camp site on Honduran Naval Base on or about 02 July 2016. The distance is approximately ¼ mile. See table above for items to be moved. The Contractor is responsible for loading and offloading (forklift) from Puerto Castilla Honduras and unloading and offloading (forklift) from flatbed at Honduran Navy Base camp site. The Contractor shall load and unload all equipment in coordination with the Contracting Officer Representative (COR). There will be at least 1 forklift (10 ton) per line haul truck for on-load/offload. The COR will notify the Service Provider of any change in requirements no less than 48 hours prior to any changes. Site changes limited to the locations identified in the PWS made with at least 48 hour notice to the Contractor will incur NO penalty. All vehicles must have access to Piers and Navy Base.

C.1.8.2 Provide line haul services with Two (2) 60' flatbed trucks to transport supplies, materials, equipment, and containers safely and expeditiously from Honduran Naval Base to Puerto Castilla, Honduras on or about 25 July 2016 for return to ship. The distance is approximately ¼ mile. The Contractor is responsible for loading and offloading (forklift) from Honduran Navy Base camp site and unloading and offloading (forklift) from flatbed at Puerto Castilla Honduras. The Contractor shall load and unload all equipment in coordination with the Contracting Officer Representative (COR). There will be at least 1 forklift (10 ton) per line haul truck for on-load/offload. The COR will notify the Service Provider of any change in requirements no less than 48 hours prior to any changes. Site changes limited to the locations identified in the PWS made with at least 48 hour notice to the Contractor will incur NO penalty. All vehicles must have access to Piers and Navy Base.

C.1.8.3 Provide line haul services with Two (2) 60' flatbed trucks or equivalent (equipment may vary as necessary) to transport supplies, materials, equipment, and containers safely and expeditiously from Honduran Naval Base, Trujillo, Honduras to active construction sites and back daily from 05 July through 25 July 2016. The Contractor is responsible for loading and offloading (w/forklift) at Naval Base and construction sites from flatbed. The Contractor shall load and unload all equipment in coordination with the Contracting Officer Representative (COR). There will be at least 1 forklift (10 ton) per line haul truck for on-load/offload. The COR will notify the Service Provider of any change in requirements no less than 48 hours prior to any changes. Site changes limited to the locations identified in the PWS made with at least 48 hour notice to the Contractor will incur NO penalty. All vehicles must have access to Piers and Navy Base.

C.1.9. BOTTLED WATER REQUIREMENTS:

**Table 3**  
**Honduran Naval Base camp site**  
**02-27 July 2016**

LINE	QTY	UM	TYPE
12	1216	CS	Cases of Water(24, 16.9oz bottles per case)
13	472	CS	Cases of Water(24, 16.9oz bottles per case)

C.1.9.1 Provide One-thousand-two hundred-sixteen (1,216) cases (24, 16.9oz bottles per case) of potable bottled water. The Contractor will be responsible for delivering the specified cases to base camp at the Honduran Naval Base camp site. 304 cases will be offloaded per day on 02 through 05 July, or, as directed by the COR.

C.1.9.2 Provide four hundred-seventy two (472) cases (24, 16.9oz bottles per case) of potable bottled water for Partner Nation Forces. The Contractor will be responsible for delivering the specified cases to base camp at the Honduran Naval Base camp site. 118 cases will be offloaded per day on 02 through 05 July, or, as directed by the COR.

C.1.10. ICE:

**Table 4**  
**Honduran Naval Base camp site**  
**02-25 July 2016**

LINE	QTY	UM	TYPE
14	12,000 LB	LB	500 LB of cubed ice for human consumption from a certifiable potable water source delivered every day with breakfast to ice chests provided at camp site.

C.1.10.1 Provide Five Hundred (500) pounds of cubed ice for human consumption daily, total of 12,000lbs, from a certifiable potable water source. Delivery will take place prior to breakfast (before 0500) to ice chest provided at camp site. Cubed ice is required to be sized appropriately to be used to cool beverages in standard size cup/glasses.

C.1.11. MEALS

**Table 5**  
**Honduran Naval Base camp site**  
**02-27 July 2016**

LINE	QTY	UM	TYPE
15	2340	EA	Breakfast
16	2340	EA	Dinner

C.1.11.1 Prepare, deliver, and serve Two (2) hot meals a day to 90 personnel per duration of period of performance located at the Honduran Naval Base camp site. Breakfast served at 0500 and dinner served at 1830. Dinner only to

be served on 02 July and Breakfast ONLY to be served on 27 July, or, as directed by the Government representative or COR. Service Provider is responsible for disposal of any surplus food, prep or serving waste.

FOOD PREPARATION STANDARDS:

C.1.11.1 Food preparation facility, equipment and personnel requirements.

C.1.11.1.A Contractor will ensure that employees are neat and clean. Food service employees shall wear hair restraints such as hats, hair coverings or nets, beard restraints, and clean clothing that cover body hair. Long hair hanging out of hats does not meet this requirement.

C.1.11.1.B Contractor will ensure that employees cooking or handling food are free of communicable diseases. The Contractor shall train employees in the importance of hand washing as a means of preventing the spread of food borne illnesses. All employees must wash hands after any absence from workstation. SC will designate a hand washing station vice sinks used for food preparation.

C.1.11.1.C. The Contractor shall be responsible for training all employees in food preparation, handling, packaging, food serving, and cleanup requirements. **Safe handling of food to include the temperature danger zone (41 – 135 degrees F), cross contamination and segregation of raw and ready to eat food, utensils and food contact surfaces are also understood.**

C.1.11.1.D Contractor will maintain all facilities and equipment used for meal preparation, serving, storage, seating and cleanup in a sanitary condition. General cleanup shall include cleaning and sanitizing preparation tables, condiment containers and food preparation equipment, and routine removal of trash from around the food preparation area.

C.1.11.1.E. Single-use, food-service gloves shall be worn when handling ready to eat foods and during meal service or the packaging of prepared food. Gloves will be changed during the shift as needed and especially when a change in duties occurs i.e., taking out trash, cleaning, preparing and serving food. Clean aprons are required at the beginning of each shift, when the apron is soiled and/or when a change in duties takes place.

C.1.11.1.F No alcoholic beverages and/or controlled substances are allowed to be consumed during food preparation activities. There shall be no use of tobacco products within the immediate area or in the food preparation area.

C.1.11.1.G The Contractor will provide for insect and pest control in all areas where food is stored, prepared, served or eaten.

C.1.11.1.H. All food shall be prepared and cooked inside enclosed units, with the exception of food cooked and served from outdoor barbecues.

C.1.11.1.I All prepared food, hot and cold, shall be served or plated into transfer containers using properly cleaned, sanitized and dried utensils.

C.1.11.1.J. If reusable food transfer containers, serving utensils and food preparation utensils are used they shall be cleaned prior to reuse using dishwashing equipment or hand washing using the three bucket method (first bucket water temperature no less than **110 degrees Fahrenheit**, second bucket rinse **120-140 degrees Fahrenheit**, third bucket should be sanitized at **171 degrees Fahrenheit** for a minimum of 30 seconds) and either heat dried or hand dried using disposable towels.

C.1.11.1.K. Sanitized and calibrated thermometers (separate from built in thermometers) will be used to verify and monitor cold storage containers, refrigerators and freezers. SC will provide periodic temperature validations to ensure refrigerated items are being maintained below 40 degrees Fahrenheit and frozen items maintained below 0

degrees Fahrenheit. **During catering operations, all foods will be held at appropriate temperatures until serving. Foods will be kept out of the Temperature Danger Zone (41-135 degrees Fahrenheit).**

C.1.11.1.L. Thawing of frozen food will occur using one of three methods. 1) Under continuous, cold, running water until completely thawed, 2) In the chiller or refrigeration unit until completely thawed, 3) In the microwave oven, only if the food item will be cooked immediately after completely thawed. Food will not be thawed at room temperature.

C.1.11.1.M. Storage of raw or cooked food will be labeled with name, preparation date, and expected use date, products still in original container should bear the date the container was opened (24 hours or five (5) days for bulk meats and seven (7) days for bulk cheese).

#### **C.1.11.2 FOOD PRODUCT STANDARDS:**

C.1.11.2.A The Contractor will maintain the quality standards of the foods prepared shall be clearly visible and/or verifiable on all packaging material. Meat and poultry quality standards shall be visible on the unopened boxes or individual packages. Frozen items shall not be frozen longer than the manufacturer "use by date". Packaged items shall be used by the manufacturer's "sell-by or expiration date."

C.1.11.2.B Food items in packages not clearly labeled or identified by a certificate or other appropriate verifiable identification, properly identifying the quality standards required under this contract may be rejected by the Government. All provisions must be inspected by a medical representative before use to ascertain fitness for human consumption.

C.1.11.2.C Prepared food will be stored either higher than 135 degrees Fahrenheit for five (5) hours or under 41 degrees Fahrenheit. This prevents bacteria from multiplying in the temperature danger zone of 41 – 135 degrees.

C.1.11.2.D The Contractor will not use heat lamps, steam tables, or other equipment designed to hold food at high temperatures to reheat it. This equipment fails to reheat the food to the minimum 165 degrees required for food safety. To ensure reheated food has reached the proper internal temperature, the Contractor will check it with a calibrated food thermometer and will use the highest possible temperature to reheat the food to 165 degrees for a minimum of 15 seconds in the shortest amount of time.

C.1.11.2.E In order for perishable food to be safe for consumption, it has to reach a USDA-recommended minimum safe internal temperature. The food also has to be held at the specified temperature for a minimum of 15 seconds, so all the bacteria are killed. The following table of food and safe internal temperature shall be used as a guide and adhered to by the Contractor in the preparation of all hot food.

<b>Food</b>	<b>Safe Internal Temperature</b>
Steak, Roast, Beef	155°F
Fish	145°F
Pork	165°F
Ground Beef	155°F
Egg Dishes	165°F

Chicken Breasts	165°F
Whole Poultry	165°F
Casseroles/Mixed Dishes	165°F

C.1.11.2.F Bottled water from an approved source will be used for all food preparation requiring water and for washing all fruits and vegetables used in main course preparation.

C.1.11.2.G No leftover prepared food from previous meals will be used in any new meal preparation.

C.1.11.2.H Sanitized and calibrated thermometers will be used to verify and monitor cooking temperatures ensuring compliance with standard food preparation guidelines.

C.1.11.2.I Contractor will not use unapproved food sources including dairy products

#### C.1.11.3 FOOD TRANSPORTATION:

C.1.11.3.A Contractor shall ensure that prepared hot food is cooked to the proper internal temperature for that commodity before being loaded in a mobile container and maintained at 135 degrees Fahrenheit during transport prior to loading transport containers into the vehicle for transport to the meal site. Hot foods will be maintained above 135 degrees Fahrenheit for the duration of transportation and will be kept hot until consumption. **If there is no way to keep product heated then preheat all foods to 165° F for 15 seconds and ship, serve and consume within 5 hours. If the temperature of the food is still above 135 degrees when you open the containers at the site you have 4 hours from the time the temperature is taken to consume the food. Failure to consume the food during this time period increases the risk of food borne illness. Food not consumed in the stated period of time should be discarded.**

C.1.11.3.B Contractor shall ensure that prepared cold food is maintained below 40 degrees Fahrenheit prior to loading transport containers into the vehicle for transport to the meal site.

C.1.11.3.C Contractor will maintain security over all prepared food. Prepared food will be inserted into either a common temperate controlled serving dish or into insulated single use meal containers both with lids that can be sealed shut with either tape or a seal that will ensure the prepared product will not be tampered with. Access to prepared food will be limited to the Contractor's food preparation and delivery staff.

C.1.11.3.D Food must be maintained at the stated transport temperature (hot or cold) for no less than 120 minutes from the completion of food preparation to accommodate transport and set-up at the meal site. Foods must be held outside the Temperature Danger Zone (41-135 degrees Fahrenheit) up to the time of consumption.

C.1.11.3.E Single use, disposable, serving and eating utensils will be provided for each delivered meal.

#### C.1.11.4 Sample Menus

C.1.11.4.A **Breakfast** - Should consist of a starch, one meat, and one additional meat or eggs (examples listed below). Portions shall be sized to provide approximately 700 calories per meal minimum:

Meal Hours: 0500-0700 local time

- Cereals: corn flakes, granola, puffed rice, chocolate frosted flakes

- Fresh fruits: bananas, oranges ... Contractor will provide only fruit that can be peeled and then consumed e.g. bananas and oranges
- Eggs: fried, scrambled or hard boiled with hash browns
- Meat: Ham, sausage, bacon, steak..... Although meat would likely be from an unapproved source cooking in accordance with the stated temperature chart and making sure that all meat is well done will lower the risk of food borne illness. Contractor will not provide rare or medium rare steaks.
- Bread: White, wheat, rye, tortilla & Jam
- Pastry: croissants, apple pie
- Beverages: Coffee, Crystal Bottled water, electrolyte beverages/Sports Drinks. To comply with food safety precautions Contractor any brewed beverages will be made using approved bottled water.
- No fresh fluid dairy (Milk) should be used.....The threat of brucellosis is too high... Ultra High Temperature (UHT) is the only milk acceptable.

C.1.11.4.B **Dinner** - Should consist of two starches, one meat, and one vegetable selection (examples listed below). Portions shall be sized to provide approximately 700 calories per meal minimum:

Meal Hours: 1830 – 2030 local time

- Roast beef, roast/baked/fried chicken, roast pork, roast turkey, BBQ meat, roasted lamb, Beef. All should be cooked to 160 degrees Fahrenheit, final internal temperature confirmed with calibrated and sanitized thermometer (160 degrees) and served immediately.
- Pasta (spaghetti, macaroni, lasagna) potatoes (baked, mashed...)
- Boiled or Steamed Vegetables: corn, green beans carrots, peas, etc.
- Pizza, hotdogs, tacos
- Soups
- Bread: White, wheat, rye, tortilla
- Salad: lettuce, tomato, onions, dressing, etc.
- Bottled water and electrolyte beverage/Sports Drinks from an approved source

#### C.1.12 LAUNDRY SERVICES:

**Table 6**  
**Honduran Naval Base camp site**

LINE	DATE	QTY	UM	Item
18	04-22 July 2016	720	lbs.	Laundry service for 90 personnel, 2 times a week (8 loads/member, 10 lbs per )
19	09-23 July 2016	2	EA	Barber at Naval Base Camp site

C.1.12.1 Provide laundry services for 90 personnel, 2 times a week, 10 pounds per person, per service. Laundry will be collected on Monday and Thursday at or before 0900 and delivered by 1800 the following day or alternate schedule with 24-48 hour turnaround by direction of the COR. Period of service is from 04-22 July. Laundry will be turned in by service member and returned to service member in a laundry bag. Returned laundry shall be folded. Sheets are acceptable items for washing.

C.1.12.2 Provide Two (2) Barbers at Naval Base Camp site to provide barber shop services for 90 personnel once a week every Saturday from 0800-1200 and 1300-1700. Period of service is from 09-23 July. Barber is responsible for providing all necessary equipment to include but not limited to scissors, clippers, aprons, etc. Barber is responsible for maintenance and upkeep of assigned spaces and re-stocking of any required materials.

#### C.1.13. WASTE DISPOSAL:

**Table 7**

LINE	DATE	QTY	UM	Item	LOCATION
20	02-27 July 2016	1	EA	30 cubic yard dumpster, 3x weekly service	Honduran Naval Base camp site

21	04-25 July 2016	1	EA	30 cubic yard dumpster, weekly service	Honduran construction sites
22	04-25 July 2016	1	EA	15 cubic yard dumpster, weekly service	Honduran construction site

C.1.13.1 Provide One (1) 30 cubic yard dumpster at the Honduran Naval Base camp site. Dumpster should be emptied 3 times weekly. Dumpster will be delivered on 02 July and removed on 27 July.

C.1.13.2. Provide One (1) 30 cubic yard dumpster at Jairo Ayala School construction site (listed in section C.1.5). The period of service will begin on 04 July and be removed on 25 July 2016. Dumpster should be emptied weekly, with the option to request additional pick up under the direction of the Contracting Officer (COR). The Contractor shall deliver, move, and empty the dumpsters under the direction of the Contracting Officer Representative (COR). The COR will notify the Contractor of any change in requirements not less than 48 hours prior to any changes. Changes made with at least 48 hour notice to the Contractor will incur NO penalty. The dumpster will be emptied weekly.

C.1.13.3. Provide One (1) 15 cubic yard dumpster at Laines School, construction site (listed in section C.1.5). The period of service will begin on 04 July and be removed on 25 July 2016. Dumpster should be emptied weekly, with the option to request additional pick up under the direction of the Contracting Officer (COR). The Contractor shall deliver, move, and empty the dumpsters under the direction of the Contracting Officer Representative (COR). The COR will notify the Contractor of any change in requirements not less than 48 hours prior to any changes. Changes made with at least 48 hour notice to the Contractor will incur NO penalty. The dumpster will be emptied weekly.

**C.1.14. PORTABLE LATRINES AND WASTEWATER:**

**Table 8**

LINE	DATE	QTY	UM	Item	LOCATION
23	02-27 July 2016	12	EA	Portable Latrines (3'X3'X7')	Honduran Naval Base camp site
24	04-25 July 2016	2	EA	Portable Latrine (3'X3'X7')	Honduran construction sites
25	02-27 July 2016	3	EA	Hand wash Station	Honduran Naval Base camp site
26	02-27 July 2016	27,500	EA	1100 gal a day wastewater removal	Honduran Naval Base Camp site daily
27	04-25 July 2016	2	EA	Hand wash Station	Honduran construction sites

C.1.14.1 Provide Twelve (12) Portable Latrines (porta-potties), (3'X3'X7') delivered and offloaded at the Honduran Naval Base camp site, as directed by the Contracting Officer Representative (COR). Maintenance will include cleaning and restocking 4 rolls of toilet paper, paper towels, hand sanitizer, and pumping 2 times a day early in the morning and in the evening each day throughout the period of performance. Latrines will be delivered, offloaded on 02 July 2016 and removed on 27 July 2016. Portable Latrines must be of a type acceptable to those customarily used in the United States.

C.1.14.2 Provide Two (2) Portable Latrines (porta-potties), (3'X3'X7') delivered and offloaded at the Honduran construction sites, as directed by the Contracting Officer Representative (COR). The Latrines will be cleaned and provided with hand sanitizer/ paper towels and restocking of toilet paper as required minimum three (3) times a week or as required by the Government representative or Contracting Officer. Latrines will be delivered, offloaded on 04 July 2016 and loaded, removed on 25 July 2016. This includes movement to the various construction sites at the behest of the COR. The COR will notify the Contractor of any change in location not less than 48 hours prior to any changes. Changes made with at least 48 hour notice to the Contractor will incur NO penalty. Portable Latrines must be of a type acceptable to those customarily used in the United States.

C.1.14.3 Provide Three (3) Portable hand-washing stations (2 sink capacity each) delivered and offloaded at the Honduran Naval Base camp site, as directed by the Contracting Officer Representative (COR). Maintenance will include cleaning/restocking paper towels, hand sanitizer and pumping 2x a day early in the morning and in the afternoon each day throughout the period of performance. Stations will be delivered and offloaded on 02 July 2016 loaded and removed on 27 July 2016.

C.1.14.4 Provide One (1) Grey-Water Pumping Service Truck and driver/operator to pump out the shower Grey-Water (1,100gal a day, total of 29,700 gal) from shower tent water bladders at the Honduran Naval Base Camp site by 10AM daily. The period of performance is 02-27 July, or, at the direction of the Contracting Officer Representative (COR). Service contractor must have access to the Honduran Naval Base.

C.1.14.5 Provide Two (2) Portable hand-washing stations (2 sink capacity each) delivered and offloaded at the Honduran construction sites, as directed by the Contracting Officer Representative (COR). One hand wash station per construction site. Maintenance will include cleaning/restocking paper towels, hand sanitizer and pumping 2x a day early in the morning each day and in the afternoon through the period of performance. Stations will be delivered, offloaded on 04 July 2016 and loaded, removed on 25 July 2016.

#### C.1.15 VECTOR CONTROL:

**Table 9**

LINE	DATE	QTY	UM	Item	LOCATION
28	30-Jun-16	2	EA	Grass cut on 30 June and 12 July 2016	Honduran Naval Base camp site
29	30 June-25 July 2016	4	EA	VECTOR CONTROL (spraying)	Honduran Naval Base camp site
30	30 June -25 July 2016	4	EA	VECTOR CONTROL (spraying)	Construction sites

C.1.15.1 Provide Two (2) grass cutting at the Honduran Naval Base Camp Site on 30 June 2016 under the direction of the Contracting Officer Representative for an area approximately two (2) acres or one (1) soccer field and (1) additional grass cutting on or about 12 July under the direction of the Contracting Officer Representative . Grass should be no higher than two inches (2") after the cutting. Grass cuttings will be disposed of by service provider.

C.1.15.2 Provide Four (4) vector control sprayings for mosquitoes and insects (one (1) spray per week) to begin on 30 June under the direction of the Contracting Officer Representative (COR) at the Honduran Naval Base Camp Site. The area covered will be for an area approximately six (6) acres or three (3) soccer fields. The period of performance will begin on or about 30 June and will be complete on 25 July at the direction of the Government representative or COR.

C.1.15.3 Provide Four (4) vector control sprayings for mosquitoes and insects (one (1) spray per week) to begin on 30 June under the direction of the Contracting Officer Representative (COR) at Laines and Jairo Ayala School active construction sites. The period of performance will begin on or about 30 June and will be complete on 25 July at the direction of the Government representative or COR.

#### C.1.16 POTABLE WATER:

**Table 10**  
**Honduran Naval Base camp site**  
**02-27 July 2016**

LINE	QTY	UM	TYPE
31	29,160	Gal	Potable water delivered point to point

C.1.16.1 Provide 29,160 gallons of potable water to the Honduran Naval Base Camp Site under the direction of the Contracting Officer Representative. Contractor should expect to deliver approximately 1121 gallons of water a day



point-to-point to 3-4 tanks at the site with a potable water truck with a driver. The period of service will be 02-27 July 2016. The water will be delivered by 0500 every day. These times may change at the CORs direction.

#### C.1.17 FUEL:

**Table 11**

LINE	DATE	QTY	UM	LOCATION	TYPE
32	02-27 July 2016	540	Gal	Honduran Naval Base camp site	MOGAS (gal), delivery, point to point
33	02-27 July 2016	3,240	Gal	Honduran Naval Base camp site, and construction sites as needed	Diesel (gal)
34	2-Jul-16	1	55-Gal Drum	Honduran Naval Base camp site	Hydraulic Fluid, 10WT
35	2-Jul-16	2	55-Gal Drum	Honduran Naval Base camp site	Lubricating Oil, 15w40
36	27-Jul-16	1	55-Gal Drum	Disposal of (1) 55-gal drum	Hydraulic Fluid
37	27-Jul-16	1	55-Gal Drum	Disposal of (1) 55-gal drum	Lubricating oil
38	05-25 July 2016	420	Gal	Jairo Ayala School	MOGAS (gal), delivery point to point
39	05-25 July 2016	2520	Gal	Laines School	Diesel (gal)
40	05-25 July 2016	420	Gal	Laines School	MOGAS (gal), delivery, point to point
41	02-27 July 2016	2700	Gal	Honduran Naval Base camp site (Partner Nation)	Diesel (gal)
42	2-Jul-16	1	55-Gal Drum	Honduran Naval Base camp	Mobile Fluid 424
43	27-Jul-16	1	55-Gal Drum	Disposal of (1) 55-gal drum	Mobile Fluid 424

C.1.17.1 Provide 540 Gal of Motor Gas MOGAS, to Honduran Naval Base camp site under the direction of the Contracting Officer Representative (COR). Contractor should expect to deliver approximately 22 gallons of MOGAS a day point-to-point to 5-6 pieces of powered equipment at the site with a fuel truck with operator. The period of service will be 02-27 July 2016. The MOGAS will be delivered by 0600 every day.

C.1.17.2 Provide 3,240 gallons of Diesel Fuel, to the Honduran Naval Base Camp Site under the direction of the Contracting Officer Representative (COR). Contractor should expect to deliver approximately 43 gallons of diesel per day (3 times per day) point-to-point to 5-6 pieces of powered equipment at the site with a fuel truck with driver. The period of service will be 02-27 July 2016. The Diesel will be delivered by 0600 every day in the morning, 1200 in the day and 1800 in the evening. These times may change at the CORs direction. The COR will notify the Contractor of any change in location not less than 48 hours prior to any changes. Changes made with at least 48 hour notice to the Contractor will incur NO penalty.

C.1.17.3 Provide one (1) 55 gallon drum of new, unused hydraulic fluid (10WT hydraulic oil) to the Honduran Naval Base Camp site to include offloading to the site directed by the Contracting Officer Representative (COR) on 02 July 2016.

C.1.17.4 Provide one (2) 55 gallon drum of lube oil (15w40) to the Honduran Naval Base Camp site to include offloading to the site directed by the Contracting Officer Representative (COR) on 02 July 2016.

C.1.17.5 Provide pick-up, loading, and legal disposal of (1) 55 Gal drum of unused or used hydraulic fluid on 27 July 2016 from the Honduran Naval Base Camp Site.

C.1.17.6 Provide pick-up, loading, and legal disposal of (2) 55 Gal drum of unused or used lubricating oil on 27 July 2016 from the Honduran Naval Base Camp Site.

C.1.17.7 Provide 420 Gal of Motor Gas MOGAS, to Jairo Ayala School active construction site under the direction of the Contracting Officer Representative (COR). Contractor should expect to deliver approximately 21 gallons of MOGAS a day point-to-point to 5-6 pieces of powered equipment at the site with a fuel truck with operator. The period of service will be 05-25 July 2016. The MOGAS will be delivered by 0600 every day.

C.1.17.8 Provide 2,520 gallons of Diesel Fuel, to Laines School active construction site under the direction of the Contracting Officer Representative (COR). Contractor should expect to deliver approximately 126 gallons of diesel a day point-to-point to 5-6 pieces of powered equipment at the site with a fuel truck with driver, 3 times a day. The period of service will be 05-25 July 2016. The Diesel will be delivered by 0600 every day in the morning, 1200 in the day, and 1800 in the evening. These times may change at the CORs direction. The COR will notify the Contractor of any change in location not less than 48 hours prior to any changes. Changes made with at least 48 hour notice to the Contractor will incur NO penalty.

C.1.17.9 Provide 420 Gal of Motor Gas MOGAS, to Laines School active construction site under the direction of the Contracting Officer Representative (COR). Contractor should expect to deliver approximately 21 gallons of MOGAS a day point-to-point to 5-6 pieces of powered equipment at the site with a fuel truck with operator. The period of service will be 05-25 July 2016. The MOGAS will be delivered by 0600 every day.

C.1.17.10 Provide 2,700 gallons of Diesel Fuel, 104 gallons per day, at Honduran Naval Base camp site, under the direction of the Contracting Officer Representative (COR). Contractor should expect to deliver approximately 104 gallons of diesel, a day point-to-point to refuel PN Force Protection vehicles at the site with a fuel truck with driver. The period of service will be 02-27 July 2016. The fuels will be delivered by 0600 every day in the morning, and 1800 in the evening. These times may change at the CORs direction. The COR will notify the Contractor of any change in location or the amount of fuel to be deliver not less than 48 hours prior to any changes. Changes made with at least 48 hour notice to the Contractor will incur NO penalty.

C.1.17.11 Provide one (1) 55 gallon drum of Mobile Fluid (424) Honduran Naval Base camp to include offloading to the site directed by the Contracting Officer Representative (COR) on 02 July 2016.

C.1.17.12 Provide pick-up, loading, and legal disposal of (1) 55 Gal drum of unused or used Mobile Fluid (424) on 27 July 2016 from Honduran Naval Base Camp.

C.1.18 CONSTRUCTION MATERIALS:

**Table 12**  
**Honduran Naval Base camp site, Honduras**  
**01 July 2016**  
**(Intended for decking of tents at Camp site.)**

LINE	QTY	UM	Item
44	1400	EA	Tent Decking 2x8x14 hardwood boards
45	555	Sheet	Tent Decking 4x8x3/4 plywood
46	150	BX	Nails 16D
47	230	BX	Nails 8D
48	50	EA	Wooden Stakes

C.1.18.1 All items in Table 12 will be delivered and offloaded to Honduran Naval Base camp site, Honduras under the direction of the Contracting Officer Representative (COR) on 01 July 2016. These line items will be delivered, offloaded at no additional cost to the Government, on the date and location stipulated by the COR. The COR will notify the Contractor of the delivery date and specific location not less than 48 hours prior to any changes. Site

changes limited to the locations identified in the PWS made with at least 48 hour notice to the Contractor will incur NO penalty.

**Table 13**  
**Jairo Ayala School, Trujillo, Honduras**  
**04 July 2016**

LINE	QTY	UM	Item	NOTES
49	21	CD	CONCRETE (3000 PSI, AIR ENTRAINED 4% TO 6%, 2"-4" SLUMP, 42 MEGAPAXEL)	INTENDED USE: USED FOR CONCRETE PAD AND FOOTERS. 25'X25' PAD.
50	14	CD	SELECT FILL, CRUSHED STONE, #57 (FREE OF DEBRIS AND VEGETATION)	INTENDED USE: FOR 4" BED BELOW CONCRETE PAD
51	2	RL	20 FT. X 100 FT. BLACK 10 MIL POLYETHELENE SHEETING	INTENDED USE: CONCRETE VAPOR BARRIER
52	2	RL	3M 8087 RED FLASHING TAPE - 1.88 IN WIDTH X 55 YDS, 3 MIL THICK	INTENDED USE: USED FOR SECURING VAPOR BARRIER
53	2	RL	4"X 50' EXPANSION JOINT	INTENDED USE: USED FOR CONSTRUCTION JOINT
54	8	EA	LIQUID NAIL, 10 OZ. HEAVY DUTY CONSTRUCTION ADHESIVES	INTENDED USE: SECURING EXPANSION JOINT FOR PADS.
55	4	EA	7" SEGMENTED RIM GENERAL PURPOSE DIAMOND BLADE.	INTENDED USE: CUTTING CONTROL JOINTS
56	150	EA	CAL-OSHA COMPLIANT REBAR PROTECTIVE CAP.	INTENDED USE: SAFETY ITEM USED OVER EXPOSED REBAR. (MUST FIT #3 - #5 REBAR.) EITHER ROUND OR SQUARE CAP.
57	75	EA	2"X10"X16' DOUGLAS FIR, PRESSURE TREATED	INTENDED USE: FOR FORMS
58	50	EA	2"X6"X16' DOUGLAS FIR, PRESSURE TREATED	INTENDED USE: FOR FORMS
59	400	EA	FORM STAKES, METAL , 30"	INTENDED USE: FOR FORMS. (CAN BE REUSED AT ALL SITES AND MUST HAVE HOLES TO FASTEN TO FORMWORK)
60	1	EA	CONCRETE FORM RELEASE OIL, 1 GAL	INTENDED USE: SPRAYED ON FORMS BEFORE PLACING CONCRETE, TO ALLOW FOR FORMS TO BE REMOVED WITHOUT DAMAGE TO PAD.
61	9	RL	TIE WIRE, 16.5 GAUAGE (400' PER ROLL)	INTENDED USE: FOR TYING REBAR, MUST BE COATED TO PREVENT CORROSION.
62	20	EA	GRADE 60, DEFORMED BAR, #5, 20' LENGTHS	INTENDED USE: USED IN FOOTERS
63	100	EA	GRADE 60, DEFORMED BAR, #3, 20' LENGTHS	INTENDED USE: USED IN MAT FOR SLAB
64	2	PK	HERCULES 3" POLYPROPYLENE REBAR CHAIR (100 PER PACK)	INTENDED USE: USED TO ELEVATE RST 3" FOR CONCRETE SLAB.
65	10	EA	SIKAFLEX, 10.1 OZ SELF-LEVELING CRACK SEALANT GRAY.	INTENDED USE: USED IN BETWEEN CONSTRUCTION JOINTS

66	40	EA	DOWEL ROUND BASE, "SPEED DOWEL", 3-1/4" DIAMETER	(MUST MATCH DOWEL SLEEVE PART - PSD-#5BX)
67	40	EA	3/4"X16" SMOOTH DOWEL	INTENDED USE: FOR CONSTRUCTION JOINT
68	40	EA	DOWEL SLEEVES, " SPEED DOWEL", 3/4" X 9"	(FITS 3/4" SMOOTH DOWEL)
69	10	EA	EXTERIOR GRADE PLYWOOD, 1/2" X 4'X8', GRADE C	INTENDED USE: FOR FORMS
70	4	BX	WOOD SCREWS, #9 X 2-1/2", BUGLE HEAD, COARSE THREAD, SHARP POINT, POLYMER COATED EXTERIOR (5LB BOX)	INTENDED USE: FORM WORK AND FLY RAFTERS.
71	3	RL	OWENS CORNING FOAM SEALER SILL PLATE GASKETS 5-1/2" X 50'	INTENDED USE: USED FOR SILL PLATE
72	50	EA	CLARK DIETRICH 6"X10' X1-1/4" STRUCTURAL 16-GAUGE GALVANIZED METAL TRACK	INTENDED USE: WALL FRAMING
73	145	EA	CLARK DIETRICH 6"X10' CSJ5 INTERIOR/EXTERIOR GALVANIZED 16-GAUGE METAL STUD	INTENDED USE: WALL FRAMING
74	1	BX	#8X1/2-IN. WAFER HEAD ZINK PLATED SCREW, SELF-TAPPING. BOX OF 10,000 PCS.	INTENDED USE: WALLS AND TRUSSES
75	1	PK	5/8" X 7" STRONG-BOLT 2 WEDGE ANCHOR. (20 PER PACK.)	INTENDED USE: WALLS
76	2	BX	TAPCON 1/4" X 2-3/4" POLYMER PLATED STEEL HEX WASHER-HEAD INDOOR/OUTDOOR CONCRETE ANCHORS (75 PACK)	INTENDED USE: ANCHORING WALLS TO CONCRETE.
77	2	RL	TYVEK HOMEWRAP 9 FT. X 150 FT. ROLL HOUSEWRAP	INTENDED USE: EXTERIOR WALLS.
78	4	RL	TYVEK HOMEWRAP 2 IN. X 164' INSTALLATION TAPE	INTENDED USE: EXTERIOR WALLS.
79	2	BX	#6 X 1-1/4-IN, BUGLE HEAD, DRIVALL, PHOSPHATE COATED SELF TAPPING SCREWS. 8000 PER BOX	INTENDED USE: DRYWALL/ SHEATHING
80	16	BG	OWEN CORNING R-19 KRAFT FACED INSULATION BATTS 15IN.X93IN. ROLLS. 8 ROLLS PER BAG.	INTENDED USE: WALL INSULATION.
81	10	RL	1-7/8" X 120 YD, 300 HEAVY DUTY DUCT TAPE	INTENDED USE: INSULATION INSTALLATION.
82	55	SH	DENSGLOSS DRYWALL PANEL (COMMON: 5/8"X4'X8')	INTENDED USE: EXTERIOR SHEATHING.
83	10	CS	CELLWOOD 12.38"X144" PROGRESSIONS DOUBLE 5" DUTCH LAP KHAKI VINYL, WOOD GRAIN TEXTURE, PANNEL SIDING	INTENDED USE: HORIZONTAL EXTERIOR INSTALLATION NOTE: MUST MATCH REST OF VINYL SIDING. NOTE: MUST MATCH VINYL SIDING. COLOR: KHAKI
84	10	EA	CELLWOOD VINYL STARTER STRIP 12', KHAKI, WOOD GRAIN TEXTURE.	INTENDED USE: HORIZONTAL EXTERIOR INSTALLATION. NOTE: MUST MATCH REST OF VINYL SIDING. COLOR: KHAKI

85	5	EA	CELLWOOD 3"X3/4" KHAKI OUTSIDE CORNER TRIM 10' LENGTH ( WOOD GRAIN TEXTURE)	INTENDED USE: HORIZONTAL EXTERIOR INSTALLATION. NOTE: MUST MATCH REST OF VINYL SIDING. COLOR: KHAKI
86	12	EA	CELLWOOD 5/8" KHAKI J-CHANNEL	INTENDED USE: HORIZONTAL EXTERIOR INSTALLTION. NOTE: MUST MATCH REST OF VINYL SIDING. COLOR: KHAKI
87	11	EA	CELLOWOOD 1-1/2" KHAKI, WOODGRAIN, VINYL FINISH TRIM	INTENDED USE: HORIZONTAL EXTERIOR INSTALLATION NOTE: MUST MATCH REST OF VINYL SIDING. COLOR: KHAKI
88	35	EA	GEORGIA-PACIFIC DENSARMOR PLUS 5/8"X4'X10' (PURPLE BOARD) INTERIOR GYPSUM BOARD PANEL	INTENDED USE: INTERIOR DRYWALL
89	4	RL	PERFECT FINISH 300 FT. SELF-ADHESIVE DRYWALL JOINT TAPE.	INTENDED USE: INTERIOR DRYWALL
90	4	BK	SHEETROCK BRAND ALL PURPOSE 4.5 GAL PRE MIXED JOINT COMPOUND.	INTENDED USE: INTERIOR DRYWALL
91	110	EA	18 GA 2"X4"X16' STEEL STUDS, GALVANIZED	INTENDED USE: USED FOR TRUSSES
92	20	EA	3-5/8"X10'X1-1/4" STUCTURAL 18 GAUGE METAL TRACK. GALVANIZED	INTENDED USE: USED FOR TRUSSES
93	4	BX	#6X7/16", PAN HEAD, DRILL POINT, PHILLIPS, PHOSPHATE, 5LB	INTENDED USE: USED FOR TRUSSES
94	12	EA	15 OZ. FLAT GRAY COLD GALVANIZING COMPOUND	INTENDED USE: USED TO PAINT ENDS OF CUT STUDS/ TRUSSES
95	30	EA	SIMPSON STRONG TIE MTS 30 TWIST STRAP	INTENDED USE: SECURING TRUSES TO FRAME
96	3	KT	SIMPSON STRONG TIE S/HGAM10 SEISMIC AND HURRICANE TIE (KIT OF 10)	INTNENDED USE: SECURING TRUSSES TO FRAME
97	14	EA	SIMPSON STRONG TIE HTT5 HOLD DOWNS	INTENDED USE: CONCRETE TO METAL WALL CONNECTION
98	43	EA	1-1/2" X 12' FURRING/ HAT CHANNEL, 20 GUAGE.	INTENDED USE: USED ON PURLINS
99	8	EA	CLARK DIETRICH 3"X3"X10' 20 GAUGE ANGLE STEEL	INTENDED USE: PURLINS
100	30	EA	1/2"X4"X8', R-3.2 POLYISOCYANURATE RIGID FOAM INSULATION BOARD.	INTENDED USE: ROOF INSULATION.
101	10	RL	2.83"X50 YDS. ALL-SERVICE JACKETING INSULATION TAPE.	INTENDED USE: ROOF INSULATION
102	45	EA	2"X4"X12' DOUGLAS FIR, PRESSURE TREATED.	INTENDED USE: FLY RAFTERS
103	4	BX	#8X1/2" PHILLIPS ZINC PLATED STEEL TRUSS-HEAD DRILL POINT-LATH SCREWS (260 PER BOX)	INTENDED USE: DRIP EDGE
104	2	BX	#8 X 1-1/4" PHILLIPS MODIFIED TRUSS-HEAD SCREWS (1LB PACK)	INTENDED USE: FOR DRIP EAVE
105	2	BX	5/32 IN. E6011 WELDING ROD 5 LB.	NA
106	2	BX	5/32 IN. E7018 WELDING ROD 5 LB.	NA

107	40	EA	10' CLASSIC RIB STEEL ROOF PANEL IN BURNISHED SLATE (GRAY OR BEIGE)	INTENDED USE: ROOF SYSTEM. (COVER ATLEAST 960'SF) (LINE ITEMS 59 - 62 MUST BE OF MATCHING COLOR)
108	4	EA	14 IN. UNIVERSAL RIDGE FLASHING IN CHARCOAL. (GRAY OR BEIGE)	INTENDED USE: ROOF SYSTEM. (LINE ITEMS 59 - 62 MUST BE OF MATCHING COLOR)
109	8	EA	GABLE TRIM IN CHARCOAL. 10.5' LONG (GRAY OR BEIGE)	INTENDED USE: ROOF SYSTEM (LINE ITEMS 59 - 62 MUST BE OF MATCHING COLOR)
110	8	EA	EAVE MOLDING IN CHARCOAL. 10.5' LONG (GRAY OR BEIGE)	INTENDED USE: ROOF SYSTEM (LINE ITEMS 59 - 62 MUST BE OF MATCHING COLOR)
111	88	EA	CLASSIC RIB ROOF RIB CLOSURE.	INTENDED USE: ROOF SYSTEM. (MATCH SHAPE OF ROOF PANEL)
112	16	RL	50' SINGLE BEAD TAPE SEALANT.	INTENDED USE: SEAL SEAMS OF ROOF PANELS
113	2	EA	24"X24"X 2" POLYURETHANE FUNCTIONAL VERTICAL LOUVER GABLE VENT.	INTENDED USE: GABLE END VENTS
114	12	EA	HARDIEPANEL, 3.5"X144" PRIMED WOODGRAIN VERTICAL FIBER CEMENT TRIM	INTENDED USE: FASCIA. MATCH COLOR FOR ALL SIDING
115	30	EA	HARDIEPANEL, 5/16"X48"X96" PRIMED WOODGRAIN VERTICAL FIBER CEMENT SIDING PANEL	INTENDED USE: SOFFIT MATCH COLOR FOR ALL SIDING
116	1800	EA	#12-14 X 2" HEX HEAD SELF TAPPING ROOFING SCREW W/BONDED SEALING WASHER. )	INTENDED USE: ROOF FASTENERS.
117	8	BX	#12 - 1" HEX -WASHER- HEAD DRILL POINT ROOFING SCREWS (80 PACK)	INTENDED USE: ROOF.
118	1	CS	TITEBOND WEATHERMASTER SEALANT. (10.1 OZ TUBES, CLEAR)	INTENDED USE: TO SEAL JOINTS OF CEMENT BOARD (12 TUBES PER CASE)
119	10	BX	#10, 1-5/8" ZINC-PLATED STEEL FLAT-HEAD SQUARE CEMENT BOARD SCREWS. (600 PER PACK)	INTENDED USE: CEMENT BOARD FASTENERS. SQUARE HEAD
120	10	EA	1/4"X1-7/8" STEEL MAGNET NUT DRIVER.	INTENDED USE: BIT FOR ROOF FASTENERS.
121	5	BX	#12, 2-3/4" PHILLIPS FLAT-HEAD SELF DRILLING SCREWS.	INTENDED USE: USED FOR WOOD FURRING FOR GABLE ENDS.
122	4	PK	#2, 1" STEEL INSERT POWER DRIVERS BIT (5 PER PACK)	NA
123	2	PK	11" UV CABLE TIE – BLACK (500 PER PACK)	NA
124	4	EA	4'X100' ORANGE BARRIER GUARDIAN SAFETY FENCE	NA
125	44	EA	6' HEAVY DUTY STEEL GREEN PAINTED T-POST	NA

126	1	LO	CONTRACT FOR 2 WRAP AROUND STYLE EXTERIOR METAL DOORS, (ROUGH OPENING DIMENSION, 3'-4" WIDE X 7'-4" TALL) AND METAL SINGLE HUNG WINDOWS, (ROUGH OPENING DIMENSIONS 4' TALL X 5'-4" WIDE)	SHEATHING WILL BE ON BOTH SIDES OF WALL TO EQUAL 7-1/4" THICK. PROVIDE ALL MATERIALS NECESSARY TO INSTALL TWO DOORS AND FOUR WINDOWS, TO INCLUDE ALL MOUNTING HARDWARE, DOOR HARDWARE, LOCKSETS, HINGES, FRAMES AND FLASHING FOR WALLS.
127	4	EA	ALEX PLUS 10.1 OZ. ALL-PURPOSE CAULK CLEAR	INTENDED USE: SEAL AROUND DOORS AND WINDOWS.
128	4	GL	BEHR PREMIUM PLUS 1-GAL DRYWALL PRIMER AND SEALER	NA
129	9	GL	BEHR PRO 1 GAL WHITE EGGSHELL INTERIOR PAINT	NA
130	1	RL	ROPPE 700 SERIES BLACK 4"X120'X1/8" THERMOPLASTIC RUBBER WALL COVE BASE COIL	INTENDED USE: COVE BASE AROUND WALLS.
131	16	EA	ROBERTS 7200 11 FL. OZ WALL AND COVE BASE ADHESIVE IN CATRTIDGLE TUBE	INTENDED USE:
132	1	EA	CHALK BOARD WITH ALUMINUM FRAME (COMMON 3/16"X4'X16')	INTENDED USE: CHALK BOARD FOR CLASS ROOM WITH ALL MOUNTING HARDWARE.
133	5	CT	CHALKBOARD CHALK-WHITE ANTI DUST 144/CARTON	INTENDED USE: CHALK FOR CHALK BOARD
134	8	BG	QUIKRETE 92.6 LB. PORTLAND CEMENT	INTENDED USE: CONCRETE DOORWAY STOOPS
135	16	BG	QUIKRETE 50LB PLAY SAND	INTENDED USE: CONCRETE DOORWAY STOOPS
136	3	PK	3/16"X4-1/2" CARBIDE DRILL BITS (4 PACK)	NA
137	4	EA	11 in. METAL DELUX ROLLER TRAY	NA
138	4	PK	11 in. DELUX TRAY LINER CLEAR (3 PACK)	NA
139	4	EA	9 in. HEAVY DUTY ROLLER FRAME	NA
140	4	PK	LINZER 9 in. X 3/8 in. HIGH DENSITY POLYESTER ROLLER COVER (3 PACK)	NA
141	2	QT	KLEAN STRIP 1 qt. GREEN SAFER PAINT THINNER	NA
142	4	RL	INTERTAPE POLYMER GROUP 1.41 in.X 60 yds PT7 PROMASK BLUE DESIGNER PAINTER'S TAPE	NA
143	4	EA	1-1/2 in. LONG ANGLE SASH PAINT BRUSH	NA
144	14	EA	10' GALVANIZED METAL CORNER BEAD	INTENDED USE: WINDOWSILLS AND OPENINGS.
145	30	LG	CONDUIT, ELECTRICAL METALLIC TUBING (EMT), 3/4", 10' LENGTHS.	INTENDED USE: ELECTRICAL
146	20	EA	CONNECTOR, EMT, UNINSULATED, 3/4", COMPRESSION.	INTENDED USE: ELECTRICAL
147	30	EA	COUPLING, 3/4" EMT, COMPRESSION.	INTENDED USE: ELECTRICAL
148	50	EA	EMT AND RIGID IMC 3/4 IN. HANGER	INTENDED USE: ELECTRICAL

149	4	EA	JUNCTION BOX, 4" OCTAGON, CEILING FAN RATED, 4 IN. X 2-1/8 IN. DEEP OCTAGON BOX WITH 3/4 IN. KNOCKOUTS	INTENDED USE: ELECTRICAL
150	20	EA	4 IN. 2-1/8 IN. DEEP 30.3 CU. IN. STEEL SQUARE BOX 3/4" KNOCKOUTS AND SV BRACKET	INTENDED USE: ELECTRICAL
151	2	EA	1-GANG 1 TOGGLE WALL PLATE - STAINLESS STEEL	INTENDED USE: ELECTRICAL
152	4	EA	1-GANG 1 DUPLEX OUTLET WALL PLATE - STAINLESS STEEL	INTENDED USE: ELECTRICAL
153	10	EA	COVER, 4" SQUARE, FLAT BLANK.	INTENDED USE: ELECTRICAL
154	2	PK	2" RIGID CONDUIT LOCKNUTS (2 PACK)	INTENDED USE: ELECTRICAL
155	2	EA	2" X 10' PVC SCHEDULE 40 CONDUIT	INTENDED USE: ELECTRICAL
156	4	EA	2" SCHEDULE 40 BELL ENDD ELBOW (45 DEGREE)	INTENDED USE: ELECTRICAL
157	2	EA	2" NON-METALLIC MALE TERMINAL ADAPTER	INTENDED USE: ELECTRICAL
158	4	EA	CEILING FAN, 52" WITH INCANDESCENT LIGHTING KIT, WHITE, STANDARD MOUNT, SUPPLY WITH REQUIRED BULBS.	INTENDED USE: ELECTRICAL
159	1	EA	SPRING CONNECTOR (WIRENUT), RED 22-8 AWG, 100 COUNT.	INTENDED USE: ELECTRICAL
160	1	EA	ANCHOR KIT, PLASTIC, 100 COUNT, # 10 X 1", 1/4" MASONRY BIT.	INTENDED USE: ELECTRICAL
161	1	EA	QO 100 AMP 8-SPACE 16-CIRCUIT OUTDOOR MAIN LUG LOAD CENTER WITH COVER	INTENDED USE: ELECTRICAL
162	4	EA	QO 20 AMP SINGLE-POLES CIRCUIT BREAKER 120/240 VOLT.	INTENDED USE: ELECTRICAL
163	1	EA	QO 60 AMP TWO-POLE CIRCUIT BREAKER, UTILIZE AS MAIN.	INTENDED USE: ELECTRICAL
164	1	EA	RETAINING KIT, FOR BREAKERS USED AS BACK-FED MAINS.	INTENDED USE: ELECTRICAL
165	1	EA	EQUIPMENT GROUND BAR KIT.	INTENDED USE: ELECTRICAL
166	45	EA	SCREW, HEX HEAD TEK, SELF-TAP, #10 X 1/2"	INTENDED USE: ELECTRICAL
167	2	RO	500 FT. 12 SOLID THHN WIRE - BLACK	INTENDED USE: ELECTRICAL
168	1	RO	500 FT. 12 SOLID THHN WIRE - WHITE	INTENDED USE: ELECTRICAL
169	1	RO	500 FT. 12 SOLID THHN WIRE - GREEN	INTENDED USE: ELECTRICAL
170	5	EA	12 AWG SOLID PIGTAILS WITH SCREWS - GREEN (5-PACK)	INTENDED USE: ELECTRICAL
171	1	RL	25 FT. 6/1 SOLID BARE COPPER GROUNDING WIRE	INTENDED USE: ELECTRICAL
172	2	EA	5/8 IN. X 8 FT. COPPER GROUND ROD	INTENDED USE: ELECTRICAL
173	2	EA	5/8 IN. GROUND ROD CLAMP	INTENDED USE: ELECTRICAL
174	4	EA	15 AMP 125-VOLT DUPLEX SELF-TEST TAMPER RESISTANT GFCI OUTLET - WHITE	INTENDED USE: ELECTRICAL



175	8	EA	4 IN. SQUARE SINGLE DEVICE MUD RING, RAISED 1/2 IN.	INTENDED USE: ELECTRICAL
176	1	EA	2 IN. HUB FOR SQUARE D DEVICES WITH A OPENINGS	INTENDED USE: ELECTRICAL
177	1	EA	2 IN. SERVICE ENTRANCE (SE) CAP	INTENDED USE: ELECTRICAL
178	4	EA	2" NON-METALLIC STANDARD COUPLING	INTENDED USE: ELECTRICAL
179	1	EA	16OZ PVC CLEAR SOLVENT CEMENT	INTENDED USE: ELECTRICAL
180	4	EA	1-GANG DECORATIVE WALL PLATE – STAINLESS STEEL	INTENDED USE: ELECTRICAL
181	2	EA	2-GANG 2 DUPLEX OUTLET WALL PLATE – STAINLESS STEEL	INTENDED USE: ELECTRICAL
182	2	EA	4" SQUARE 2-GANG RAISED 1/2" MUD RING	INTENDED USE: ELECTRICAL
183	6	PK	SNAP-2-IT 3/8" CONNECTORS (5-PACK)	INTENDED USE: ELECTRICAL
184	1	RL	250 FT. 12/2 SOLID CU MC LITE CABLE	INTENDED USE: ELECTRICAL
185	3	EA	15 AMP 3-WAY TOGGLE SWITCH-WHITE	INTENDED USE: ELECTRICAL
186	10	EA	15 AMP TAMPER RESISTANT DUPLEX OUTLET WHITE	INTENDED USE: ELECTRICAL
187	430	LF	4" 16 GAUGE STRAPPING COIL 430' 625lbs.	INTENDED USE: STRUTURAL

C.1.18.2 All items in Table 13 will be delivered and offloaded to Jairo Ayala School, Honduras construction site under the direction of the Contracting Officer Representative (COR) on or about 04 July 2016. The COR will notify the Contractor of the delivery date and specific location not less than 48 hours prior to any changes. Site changes limited to the locations identified in the PWS made with at least 48 hour notice to the Contractor will incur NO penalty.

**Table 14**  
**Laines School, Trujillo, Honduras**  
**04 July 2016**

<b>LINE</b>	<b>QTY</b>	<b>UM</b>	<b>DESCRIPTION</b>
188	3	EA	TANK TYPE ELOGATED TOILET, KOHLER
189	3	EA	WAX RING, TOILET, UNIVERSAL SIZE TO FIT 3" OR 4" PIPE
190	3	EA	3/8"x7/8" TOILET SUPPLY LINE, BRAIDED STAINLESS STEEL, 12" LONG.
191	3	EA	3"x10", SCH40 PVC, DWV PLAIN-END TYPE.
192	8	EA	3" PVC 90° HUB x HUB ELBOW
193	2	EA	8oz. PVC HANDY PACK PURPLE PRIMER AND SOLVENT CEMENT.
194	5	EA	3" PVC DWV COUPLING
195	1	EA	CONTRACT TO HAVE EXISTING SEPTIC TANK IN PLACE EMPTIED BEFORE WORK IS PERFORMED.

C.1.18.3 All items in Table 14 will be delivered and offloaded to Laines School, Trujillo, Honduras construction site under the direction of the Contracting Officer Representative (COR). The COR will notify the Contractor of the delivery date and specific location not less than 48 hours prior to any changes. The delivery date will be 04 July. Site changes limited to the locations identified in the PWS made with at least 48 hour notice to the Contractor will incur NO penalty.

## C.2.0. SPECIFIC TASKS:

C.2.1 BACKGROUND CHECKS: The Expeditionary Service Contractor shall conduct security background checks on employees and Subcontractor employees with local or national police departments or other government organizations. The ESC shall not use employees if the results of their background investigation indicate they may be a security risk to the site and US Military personnel. The ESC shall issue photo identification badges to its personnel and ensure all Subcontractor personnel have photo identification badges. Badges shall be standardized and have a passport type photo, name of the company, individuals name, identification number, and date of birth. Personnel will wear the badge so that it is visible at all times. The ESC shall ensure that their employees and Subcontractor employees wear appropriate uniform items to identify them as Contractor personnel. Examples would be similar T-shirts, trousers, or coveralls with company names printed on the clothing.

C.2.2. Work Schedule: Except as otherwise provided, the Contractor shall be available to provide support from 0600-2400 per requested worksite (C.1.5) 7 days a week in coordination with KO or COR.

C.2.2.1. In the event of vehicle breakdown/failure the Contractor shall have comparable replacement vehicle/s on-site within 4 hours.

C.2.2.2. The Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this performance work statement.

C.2.3. Vehicles: All primary transportation shall be in excellent mechanical condition and fully operational. Vehicles shall not be more than five years old unless approved by the US Government.

C.2.3.1. Vehicles must be in compliance with all Honduran local vehicle and / or transportation regulations and law during the period of contract performance.

C.2.3.2. Vehicles must be licensed and registered in Honduras.

C.2.3.3. The Contractor shall ensure that drivers are able and capable of safely operating vehicles and are not under the effects of alcohol or drugs at least 8 hours prior to and during the performance of their duties. Any driver suspected of reporting for duty under the effects of alcohol or drugs will be reported to the KO and will not be allowed to perform their duties.

C.2.4. Inspection: The Contractor, COR, and US Government Representative shall/will conduct a joint vehicle inspection to ensure physical and mechanical condition of the vehicle and equipment satisfies the US Government needs, safety needs, and applicable local Government transportation laws.

C.2.4.1. The US Government Representative will consider all terms specific within this contract, Honduran law, and "US Safety Standards" as a guide for accepting and/or rejecting vehicles.

C.2.5. Insurance: The Contractor shall provide FULL COVERAGE insurance for their drivers and vehicles.

C.2.6. Drivers: Drivers shall present a neat appearance. Clothing shall be kept clean and neat (i.e. no debris, dirt, mud, stains, rips, tears or holes) as practicable considering work conditions.

C.2.6.1. Drivers shall be fully licensed within Honduras and insured before operating their assigned vehicle.

C.2.6.2. Drivers shall report for work on time as per hours specified on schedule or as instructed by the US Government's representative KO or COR.

C.2.6.3. Drivers shall have knowledge of Honduran road networks in the vicinities of all work sites per C.1.5 as designated by the US Government Representative.

C.2.6.4. Drivers shall not consume any alcohol or drugs for at least 8 hours prior to and during the performance of their duties.

C.2.6.5. Drivers shall not text at any time when driving and will only stop in safe and authorized places to answer or make urgent phone calls.

**C.3 GOVERNMENT FURNISHED PROPERTY AND SERVICES:** None

**C.4 SUPPORTING DOCUMENTS:** See attached Bid Schedule.

**C.5 GOVERNMENT POINT OF CONTACT:** The point of contact for mission is **[PROVIDED UPON AWARD]** and designated as the Contracting Officer's Representatives (CORs).

**C.6 QUALITY:** The Contractor shall provide the timely delivery of goods and services. Quality of all services or supplies provided shall conform at least to commercial standards in the relevant profession, trade, or field of endeavor. All services shall be performed by individuals fully qualified and licensed in their relevant area.

**C.7 CONTINGENCY SITUATIONS/MISSION OPERATIONS:**

Contingency situations (natural disasters, military peacetime and wartime contingency operations/exercises, serious accidents, civil disturbances, major mobilization or repatriation of non-combatants) may necessitate that the SC be flexible in arranging different levels of support and service operational hours. The SC shall respond to contingency situations and revise priorities as directed by the COR. If the SC cannot accomplish normal activities due to activation or exercise of any contingency plan, the ESC shall not be held liable for non-support of lower priorities. The COR will determine the lower priorities that can be temporarily relaxed in contingency situations. If appropriate, the SC shall be reimbursed for contingency operations requiring a higher level of response and resources. The SC shall submit a Request for Equitable Adjustment detailing the impact resulting from the incorporation and operation of such contingency actions prior to the beginning of the contingency operations. In the event that operations are curtailed as a result of weather emergencies or other unplanned mission-related events, SC personnel may be considered non-essential personnel and thus, not required to be at the work site. They may, however, be required to be on call, to work at a designated evacuation site, or to be part of a crisis response team at a nearby site.

**METHOD OF PAYMENTS:**

Vendors may submit invoices via Wide Area Work Flow (WAWF). For this situation, the words "Prompt Payment Certification" will be replaced by EFT (Electronic Funds Transfer) which is WAWF.

Invoices for goods received or services rendered under this contract shall be submitted electronically through WAWF in the Receipt and Acceptance section of WAWF.

**INVOICING INSTRUCTIONS**

Invoices will be processed via electronic submission (WAWF).

PAST PERFORMANCE**CONTRACTOR PERFORMANCE EVALUATION SURVEY  
COVER SHEET**

Request for Proposal Number: [N68836-16-T-0207 HONDURAS](#).

Submit completed Cover Sheet and Survey via fax or email to:

CONTRACTING DEPARTMENT  
Fleet Logistics Center  
Attn: ROBERT DEANGELIS, Contract Specialist  
110 Yorktown Avenue, 3<sup>rd</sup> Floor  
Jacksonville, FL 32212-0097  
Phone: (904) 542-1273  
Fax: (904) 542-1095  
e-mail: robert.deangelis@navy.mil

Name and address of offeror questionnaire is being completed for:

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Name, title and phone number of person completing questionnaire:

Name/Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Provide relevant information:

Name of company: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Contract Type: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contract Period of Performance (including all options) \_\_\_\_\_  
Product/Service Description: \_\_\_\_\_

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Length of time your firm has been involved with this company: \_\_\_\_\_

**RATING SCALE**

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question, then you should mark "NA".

**EVALUATION CRITERIA**

**Acceptable -** The company's performance was satisfactory and you would consider doing business with them again. There were minor performance problems which were satisfactorily corrected.

**Unacceptable -** The company's performance was entirely unsatisfactory and you would not do business with them again under any circumstances. There were serious performance issues with the contractor for which the contractor's corrective actions were ineffective.

**NOTE:** For statements indicating "Unacceptable" or "Acceptable", please provide an explanation in the comments section of the survey.

### CONTRACTOR PERFORMANCE EVALUATION SURVEY

Unacceptable      Acceptable

**A. QUALITY OF PRODUCT OR SERVICE:**

- (1) The Contractor provided a product or service that conformed to contract requirements, specifications, and standards of good workmanship.
- (2) The Contractor submitted accurate reports.
- (3) The Contractor utilized personnel that were appropriate to the effort performed.


**B. COST CONTROL:**

- (1) The Contractor performed the effort within the estimated cost/price.
- (2) The Contractor submitted accurate invoices on a timely basis.
- (3) The Contractor demonstrated cost efficiencies in performing the required effort.
- (4) The actual costs/rates realized closely reflected the negotiated costs/rates.


**C. SCHEDULE:**

- (1) The tasks required under this effort were performed in a timely manner and in accordance with the period of performance of the contract.
- (2) The Contractor was responsive to technical and/or contractual direction.


**D. BUSINESS RELATIONSHIPS:**

- (1) The Contractor demonstrated effective management over the effort performed.
- (2) The Contractor maintained an open line of communication so that the Contracting Officer's Representative (COR) and/or Technical Point of Contact (TPOC) were apprised of technical, cost, and schedule issues.
- (3) The Contractor presented information and correspondence in a clear, concise, and businesslike manner.
- (4) The Contractor promptly notified the COR, TPOC, and/or Contracting Officer in a timely manner regarding urgent issues.


- (5) The Contractor cooperated with the Government in providing flexible, proactive, and effective recommended solutions to critical program issues.
- (6) The Contractor made timely award to, and demonstrated effective management of, its subcontractors.
- (7) The Contractor demonstrated an effective small/small disadvantaged business subcontracting program.
- Unacceptable

Acceptable

E. CUSTOMER SATISFACTION:

- (1) The products/services provided adequately met the needs of the program.
- (2) The Contractor was able to perform with minimal or no direction from the COR or the TPOC.
- (3) I am satisfied with the performance of the Contractor under this effort.

F. KEY PERSONNEL:

- (1) The labor turnover in key personnel labor categories was minimal and did not adversely affect Contractor performance.
- (2) The Contractor proposed qualified personnel to fulfill the requirements of the contract.

G. OTHER:

(1) Would you award this firm another contract? ( ) Yes ( ) No If you answered “No” provide an explanation. \_\_\_\_\_

\_\_\_\_\_

(2) Was the contract terminated for default? ( ) Yes ( ) No

If you answered “Yes”, provide an explanation. \_\_\_\_\_

\_\_\_\_\_

**COMMENTS: (Required for ALL Unacceptable Ratings)**

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 25-JUN-2016 TO 27-JUL-2016	N/A	(N57061) US NAVAL FORCES COMMAND/4TH FLT LCDR COLIN ENGELS SOUTHERN COMMAND PO BOX 280003- BLDG 1878 NS MAYPORT FL 32228-0003 904-270-4933 FOB: Destination	N57061
0002	POP 25-JUN-2016 TO 27-JUL-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N57061
0003	POP 25-JUN-2016 TO 27-JUL-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N57061
0004	POP 25-JUN-2016 TO 27-JUL-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N57061



## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.215-5	Facsimile Proposals	OCT 1997
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2016
52.222-50 Alt I	Combating Trafficking in Persons (MAR 2015) Alternate I	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.225-5	Trade Agreements	FEB 2016
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-8	Liability and Insurance - Leased Motor Vehicles	MAY 1999
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7996 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements - Representation (Deviation 2016-O0003)	OCT 2015
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.209-7991 (Dev)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law - Fiscal Year 2016 Appropriations. (DEVIATION 2016-O0002)	OCT 2015
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013

252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7987 (Dev)	Requirements For Contractor Personnel Performing in USSOUTHCOM Area of Responsibility	OCT 2014
252.229-7001	Tax Relief	SEP 2014
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7000	Hardship Conditions	AUG 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

##### 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability,

unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine

restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C.

7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

## (u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

  X   (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).



\_\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_X\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_\_ (5) [Reserved]

\_\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_X\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_\_ (10) [Reserved]

\_\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_\_ (13) [Reserved]

\_\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

- \_\_\_\_ (iv) Alternate III (Oct 2015) of 52.219-9.
- \_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- \_\_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X   (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- \_\_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_\_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_\_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- \_\_\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- \_\_\_\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- \_\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_\_ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_\_ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_\_ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

\_X\_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_\_ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_\_ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_\_ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_X\_ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_X\_ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_X\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_X\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_\_\_ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### 52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

---

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

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(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	



Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

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(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

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(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

#### **LANGUAGE AND CURRENCY OF OFFERS (JUNE 2003)**

Offers shall be submitted in the English language and in U.S. dollars.

(End of Provision)

**5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

**NAME: FLCJ Contracting Officer**

**ADDRESS: Contracting Department  
NAVSUP Fleet Logistics Center Jacksonville (FLC)  
Bldg. 110 Yorktown  
PO Box 97  
Jacksonville, FL 32212-0097**

(End of Clause)

## **USER GUIDE**

The Synchronized Predeployment and Operational Tracker (SPOT) Plus  
CENTCOM Quarterly Census User Guide.

Contact the SPOT-ES Help Desk via phone: Commercial 703-578-5407 or DSN  
312-698-5407, email: [dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil](mailto:dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil) or web chat:  
<https://connect.dco.dod.mil/spothelpdesk> to request assistance.

## **NMCARS 5237.102(90)**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [named component] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address  
<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk,

## **FREEDOM OF INFORMATION ACT (FOIA)**

### **UNIT PRICES**

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the

release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

Contact: Steven W. Palmer  
FOIA Coordinator Code 340  
NAVSUP FLC Jacksonville  
110 Yorktown Avenue, 3rd Floor  
Jacksonville, Florida 32212

Phone: (904) 542-3824

Fax: (904) 542-1044

Email: [steven.w.palmer@navy.mil](mailto:steven.w.palmer@navy.mil)

(End of Clause)

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) Definitions. As used in this provision --

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_ .



[Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ☐ ) is, ( ☐ ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ☐ ) is, ( ☐ ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ☐ ) is, ( ☐ ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ☐ ) is, ( ☐ ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ☐ ) is, ( ☐ ) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [ ☐ ] is, [ ☐ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ☐ ] is, [ ☐ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ ☐ ] is, [ ☐ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_\_ ) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( \_\_\_\_ ) has, ( \_\_\_\_ ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( \_\_\_\_ ) has, ( \_\_\_\_ ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( \_\_\_\_ ) has developed and has on file, ( \_\_\_\_ ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( \_\_\_\_ ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant

contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ☐ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ☐ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ( ☐ ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ☐ ) Outside the United States.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ( ☐ ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ☐ ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

*[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

[ ☐ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ☐ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));



(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

( \_\_\_\_ ) TIN: -----.

( \_\_\_\_ ) TIN has been applied for.

( \_\_\_\_ ) TIN is not required because:

( \_\_\_\_ ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( \_\_\_\_ ) Offeror is an agency or instrumentality of a foreign government;

( \_\_\_\_ ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( \_\_\_\_ ) Sole proprietorship;

- ( ☐ ) Partnership;
- ( ☐ ) Corporate entity (not tax-exempt);
- ( ☐ ) Corporate entity (tax-exempt);
- ( ☐ ) Government entity (Federal, State, or local);
- ( ☐ ) Foreign government;
- ( ☐ ) International organization per 26 CFR 1.6049-4;
- ( ☐ ) Other -----.

(5) Common parent.

( ☐ ) Offeror is not owned or controlled by a common parent;

( ☐ ) Name and TIN of common parent:

Name -  .

TIN -  .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation. The Offeror represents that--

(i) It [ ☐ ] is, [ ☐ ] is not an inverted domestic corporation; and

(ii) It [ ☐ ] is, [ ☐ ] is not a subsidiary of an inverted domestic corporation.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [ ☐ ] has or [ ☐ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[ ☐ ] Yes or [ ☐ ] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:

Highest level owner legal name:

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [ ☐ ] is not [ ☐ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ \_\_\_\_ ] is or [ \_\_\_\_ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated ``is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark ``Unknown").

Predecessor legal name: \_\_\_\_.

(Do not use a ``doing business as" name).

(End of provision)

#### 52.225-6 TRADE AGREEMENTS CERTIFICATE (MAY 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:

Country of Origin:-----

(List as necessary),

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## Section L - Instructions, Conditions, and Notices to Offerors or Quoters

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2015)

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The Contractor shall furnish Request for Proposal Submission Package. Email and/or facsimile submissions are acceptable.

Therefore, each offeror's initial proposal should contain their best terms from a technical and price standpoint.

The Government reserves the right to conduct discussions if it's later determined to be necessary.

By the closing of the solicitation date and time, offerors shall electronically submit all required information specified in paragraphs (1) through (3) below to all of the following personnel:

Ms. Alise Taylor-Sindab at [alise.sindab@navy.mil](mailto:alise.sindab@navy.mil)  
 Mrs. Cynthia Vorachack-Hogan at [oulav.vorachackhogan@navy.mil](mailto:oulav.vorachackhogan@navy.mil)  
 Mr. William Jordan at [william.r.jordan1@navy.mil](mailto:william.r.jordan1@navy.mil)  
 Mr. Robert DeAngelis at [robert.deangelis@navy.mil](mailto:robert.deangelis@navy.mil)  
 Mr. Javier Aponte at [javier.aponte@navy.mil](mailto:javier.aponte@navy.mil)

**(1) Part I – Past Performance** - Offerors are required to provide information on at least two (2), but not more than four (4), of the firm's most recently completed service contracts (either Governmental or commercial) that are currently active (or were active within the past three years) for the same or similar types of services as those detailed in the Statement of Work (SOW).

Offerors may submit performance data regarding current contract performance as long as a minimum of one (1) year of performance has been completed as of the closing date of this RFQ.

The offeror has both the duty and the discretion to determine which of its prior services contracts are most relevant to the requirements described in this solicitation. The offeror may also submit relevant service contracts performed by subcontractors that will perform under this contract, but under no circumstances may an offeror submit more than four (4) contracts for review, regardless of whether the contracts were performed by the offeror, subcontractor(s), or any combination thereof. If subcontractor contracts are submitted, the offeror must also clearly indicate the percentage of work that the subcontractor(s) will perform in the course of the contract. Any submission(s) in excess of this stated limit will be excluded by the Government. The Government will choose the excluded contract(s) at random, or in any manner that the Government, in its absolute discretion, deems appropriate, without any consideration for the best interests of the offeror.

Offerors should provide an explanation describing the nature of the services contracts submitted, specifically, whether they are regional contracts, or single or multiple services contracts for one country for one timeframe. The information shall be submitted in a brief narrative (one page per contract) and in accordance with **Past Performance Questionnaire pgs. 28-30**. The Past Performance Questionnaire completed and response information thoroughly completed in order for the Government to contact. The references will then forward the completed questionnaires to all of the following personnel listed above.

If the offeror possesses no relevant past performance, it should affirmatively state this fact in its proposal. Failure to submit the completed narratives and Past Performance Reference Sheet Questionnaires shall be considered certification (by signature on the proposal) that the offeror has no past performance for like or similar items for the Government to evaluate.

**(2) Part II – Written Technical Proposal** -The offeror's proposal shall consist of a written submission to the Government containing the Evaluation Factors 1 through 3 listed below. The technical proposal should not exceed 7 pages. These documents shall include each of the following items addressed in the order as they are listed below:

**EVALUATION FACTORS:**

1. A description of your organization's ability to manage and organize multiple requirements.
2. A description of your ability or flexibility to respond to changing schedules if necessary.
3. A description of your ability to obtain, acquire and deliver the equipment, material and supplies set forth in the Statement of Work (SOW).

**(3) Part III - Price Proposal** – The offeror shall provide a price on the CLIN as shown on the SF1449 and fill in the detail price table. The prices must be in **US Dollars**. The pricing will be used for "evaluation" for selecting the offerors with the Lowest Price Technically Acceptable (LPTA).

Instructions to Offerors: The items to be procured are set forth in the SF1449 Bid Schedule and supplemented by the Excel spreadsheet (Breakdown of Supplies/Equipment) – **Attachment**. Offerors shall input unit price only (YELLOW column), the extended total amounts will automatically populate to the offeror's overall total price accordingly. The offeror shall insert the total price for each CLIN (Item Numbers 0001- through 0004) amount on the SF1449, Section B – Schedule of Supplies/Services Unit Price and insert the total amount of proposal in Section C, Page 4.

**The prices in the pricing schedule will include mobilization, demobilization, shipping and any other cost the contractor will incur. These items shall not be separately priced.**

All items covered under contract may be performed during the performance period of the contract. Offerors are required to provide prices for each CLIN.

**Additional Information.** This RFQ does not authorize alternate proposals with respect to specific terms or conditions of this RFQ any objection to any of the terms and conditions of this RFQ will make the offer unacceptable and not considered for award on initial offers.

The completion and submission to the Government of the above items will constitute an offer (proposal) and will indicate the offeror's unconditional assent to the terms and conditions in this RFP and in any attachments hereto.

**PROPOSAL FORMAT:**

The offeror is required to submit one electronic copy of its proposal and sent by e-mail to all of the following personnel:

Ms. Alise Taylor-Sindab at [alise.sindab@navy.mil](mailto:alise.sindab@navy.mil)  
 Mrs. Cynthia Vorachack-Hogan at [oulay.vorachackhogan@navy.mil](mailto:oulay.vorachackhogan@navy.mil)  
 Mr. William Jordan at [william.r.jordan1@navy.mil](mailto:william.r.jordan1@navy.mil)  
 Mr. Robert DeAngelis at [robert.deangelis@navy.mil](mailto:robert.deangelis@navy.mil)  
 Mr. Javier Aponte at [javier.aponte@navy.mil](mailto:javier.aponte@navy.mil)

The proposal must be in .pdf format except the pricing spreadsheet must be in EXCEL format.

The proposal and other information must be provided in accordance with the following table of contents and limitations:

The package shall include the following:

**Tab 1. Contract Information**

The offeror shall submit the following pages:

1. Signed 1449: pages 1-4
2. FAR Clause 52.209-5, pages 52-53.
3. FAR Clause 52.212-3, pages 53-68.
4. DFAR Clause 252.247-7022, page 69.

**Tab 2. Past Performance**

Past Performance Data Information Sheet and Questionnaire (pgs.28-30).

**Tab 3. Technical Proposal: (Technical Proposals shall not exceed 7 pages)**

Technical Capabilities/Approach

**Tab 4. Cost Factor – Price Proposal**

Bid Schedule – Excel spreadsheet must be submitted in EXCEL format.

The page size is 8.5x 11 double spaced. The font for text shall be 12 point or larger and at least one inch margins all the way around. Text smaller than 12 point may only be used in charts and tables. The page limits specified by the solicitation are inclusive of appendix, tables, diagrams, matrices, title pages, page separators, etc. Pages exceeding assigned limits will not be considered for evaluation.

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number; **N68836-16-T-0207**

(2) The time specified in the solicitation for receipt of offers;

**\*CLOSING DATE FOR QUESTIONS:** The closing date for receipt of all questions and/or clarifications is **11:00 a.m. ET (Eastern Time) on Wednesday, 25 May 2016**. No oral questions and/or clarification will be entertained.

**\*CLOSING DATE AND TIME FOR QUOTES:** The closing date for receipt of quotes/offers is: **11:00 am ET (Eastern Time), Tuesday, 31 MAY 2016**. Facsimile (See FAR Provision 52.215-5) and/or e-mail proposal will be accepted. Refer to FAR Clause 52.212-1 regarding Instruction to Offerors and "Late Submissions".

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;



(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

**BASIS OF AWARD: LOWEST PRICED TECHNICAL ACCEPTABLE OFFEROR (LPTA)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. An offer must be acceptable for all evaluation factors, taking no exception to the terms and conditions, in order for the offeror to be eligible for award.
2. The following evaluation factors shall be used:

**PAST PERFORMANCE**

Factor 1 - Past performance – Acceptable/Unacceptable

Past Performance is very important, but not more than Price. Unacceptable offerors on Past Performance will not move forward to be evaluated on technical or price.

**PAST PERFORMANCE (Past Performance questionnaires do not count against the page count of the Technical Proposal)**

**TECHNICAL FACTORS**

Factor 2 – Technical Capabilities and Approach - Acceptable/Unacceptable

**COST/PRICE FACTOR:**

Factor 3 – Price: Only offerors that have been evaluated “acceptable” in Factor 1 and Factor 2 will be able to move forward in order to be evaluated on price.

3. In order to select the awardees, the Government will compare the past performance and price of each technically acceptable offeror.
4. The Government intends to award a Firm Fix Price (FFP) contract to the offerors whose proposal presents the Lowest Price Technically Acceptable (LPTA) offer based on the prices offered in their Price Proposal.
5. The following factors shall be used to evaluate acceptable offers:

5.1 **Past Performance**

(a) During the source selection process, the government will assess the relative risks associated with each offerors proposal. It is important to note the distinction between proposal risk and performance risk.

(1) Proposal risks are those associated with an offeror’s proposed approach in meeting the government’s requirements. Proposal risk is assessed by the proposal evaluators and is integrated into the rating of each specific evaluation factor under the technical and price factors.

(2) Performance risks are those associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance.

(b) The government will conduct a performance risk assessment based upon the quality of the offeror's past performance as well as that of its proposed subcontractors, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the government will focus its inquiry on the past performance of the offeror and its proposed subcontracts as it relates to all solicitation requirements, such as price, schedule, and performance, including the contractor's record of conforming to specifications and to standards of good workmanship; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interests of its customers.

(c) A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high performance risk assessment. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal. The lack of a performance record will result in a neutral performance risk assessment.

(d) Offerors are cautioned that in conducting the performance risk assessment, the government may use data provided by the offeror in its proposal and data obtained from other sources including CPARS. Since the government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that while the government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors.

(e) There are two aspects to the past performance evaluation. The first is to evaluate the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection (in accordance with ADDENDUM TO FAR 52.212-1, INSTRUCTION TO OFFERORS-COMMERCIAL ITEMS (OCT 2015)).

There are two levels of relevancy as shown below:

<b>Rating</b>	<b>Description</b>
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts.

The Past Performance Evaluation Team will review this past performance information and determine the quality and usefulness as it applies to performance confidence assessment. In conducting a performance confidence assessment, each offeror shall be assigned one of the ratings in the table below.

<b>Acceptable</b>	<b>Past Performance:</b> The offeror's performance of previously awarded relevant contract(s) met or exceeded contractual requirements. Performance over completed contracts was consistently of adequate or better quality or exhibited a trend of becoming so. The offeror's past performance record leads to an expectation of successful performance.
<b>Unacceptable</b>	<b>Past Performance:</b> The offeror's performance of previously awarded relevant contract(s) did not meet most contractual requirements and recovery did not occur with the period of performance. The assessed prior performance reflected serious problem(s) for which the offeror either failed to identify or implement corrective actions or for which corrective actions, implemented, or proposed to be implemented, were, or are expected to be, mostly ineffective. Performance over completed contracts was consistently of poor quality or exhibited a trend of becoming so. The offeror's past performance record leads to a strong expectation that successful performance will not be achieved or that it can occur only with greatly increased levels of Government management and oversight.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. For evaluation purposes, "unknown" shall be considered "acceptable."

## 5.2 Technical Approach

The Government will evaluate the offeror's Technical Approach on an acceptable/unacceptable basis. This determination will be made by reviewing and considering the information provided by the offeror in accordance with the solicitation clause entitled INSTRUCTIONS TO OFFERORS, 52.212-1.

In order to be considered ACCEPTABLE, offerors must address each of the numbered evaluation factors set forth in the Written Technical Proposal section of the INSTRUCTIONS TO OFFERORS 52.212-1 in sufficient detail to enable the Government to reasonably determine that the offeror meets each of the bulleted requirements AND possesses the requisite ability to perform the contract.

However, offerors that simply reiterate the requirements and state that they possess the capability to perform them will be considered Unacceptable. The offeror must provide and/or explain the ability to obtain the necessary insurance, licenses and/or permits in connection with the work in specific company that work is to be performed. Additionally, the offeror must provide letters of commitment from any proposed subcontractor and/or supplier in connection with this requirement.

The offeror's proposal will be evaluated against these requirements to determine whether the proposal is acceptable or unacceptable, using the ratings and descriptions outlined here:

<b>Acceptable</b>	<b>Technical Capabilities/Approach:</b> The company has demonstrated the ability to perform the services described in the RFQ. The company's level of ability to perform the work is thorough and comprehensive. Probability of successful contract performance is good.
<b>Unacceptable</b>	<b>Technical Capabilities/Approach:</b> The technical proposal has failed to demonstrate a satisfactory level of the ability to perform the requirement or capability in one or more areas of the technical proposal. The company lacks the basic ability to perform the work under the contract. This low level of understanding or capability would cause significant concern that there would be a high risk associated with the company's performance.

## 5.3 Price

The Government will evaluate the price of each offeror as follows:

- a. The government intends to award a FFP contract. Therefore proposals must include all prices for service on all CLINS to be considered for award.
- b. Total Evaluated Price: The total price will be used to determine the “Lowest Price Technically Acceptable (LPTA)” offerors.
  - 1) Ensure that unit prices, and total price are correct.
  - 2) A price reasonableness determination will be made on the CLIN.
- c. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) contract resulting from this solicitation.

(End of provision)